

<u>ישראל</u>		<u>הגנה</u>	<u>צבא</u>
<u>בביה</u>	<u>משפט</u>	<u>הצבאי</u>	<u>בביה</u>
תיק ביהמ"ש: 3124/15	15/	הצבאי	בביה
תיק לבייה:	ה 1 ז ד		
תיק פ.א.: 425869/15	(פ"ז)	הריבב	

במשפט שבין הtower העצמי - הנאש

-נגד-

פדי הפלג ע"א פתא מנאצורה  
ת.ז. 914129002, ילדי 11/10/1982, תושב רמאללה  
עוזר מיום 7/9/2015

הנאש

בתב-אישום - מותקן

הנאש הנ"ל מואשם בזאת בביעו העבירות הבאות:

פרט אישום ראשון:

מהות העבירה: חברות ופעולות בהתאחדות בלתי מוגדרת, עבירה לפי תקנות 85(1)(א) לתקנות 1945. שעת חירום.

פרטי העבירה: הנאש, באזור, החל מיום 21/12/2009 ועד ליום מועד החלטה בהתאחדות בלתי מוגדרת, זהינו:  
לכן, היה חבר או פעל כחבר בהתאחדות בלתי מוגדרת, זהינו:  
ב. במועד האמור לעיל, בדומהלה או במקומות ספורים לכך, חנאש היה חבר  
בגימינית קטאר אלחיריה בדוחא (להלן: "הגימינית הראשית"), שהינה  
התאחדות בלתי מוגדרת.

2. החל מרץ 2010 שימש הנאש כרווחה חשבון בגימינית קטאר אלחיריה  
ברמאללה (להלן: "גימינית רמאללה"). במתגרת תפקיו היה אחראי על  
רישום ותנועות הכספיים שMOVEDים לארגון ומהארוגן, וכן ערך דוחות עבור  
הגימינית הראשית.

3. גודה זיב אבראהים גימאל (להלן: "ג'ודה") שימש כמנהל של גימינית קטאר  
אלחיריה ברמאללה, ותחזיו עבדו הנאש וג'ודה מטעם חסן עודה  
(להלן: "ג'ודה"), אחראי על תחומי הלוגיסטיקה בארגון.

4. בתקופה האמורה לעיל, העבירה הגימינית הראשית כ-5,000,000 ש"ח  
לגימינית שברמאללה לטובות פעילותות שונות של חארכון.

5. הכספיים הועברו מהגימינית הראשית לבנק "אלריאן" בדוחא. מעת כפסים  
שהינם במטבע יורו הועברו לבנק "דואיטש" בגרמניה וכפסים במטבע דולר  
חווערו לבנק ני יорק. לאחר מכן, הועברו כל הכספיים לבנק פלסטין או  
לבנק האסלאמי ברמאללה וחופקו בחשבון הבנק של הגימינית ברמאללה.

6. כל הכספיים הועברו באישורו של ג'ודה ובפיקוחו של הנאש.

7. החל מנת 2011 ועד שנת 2013 שימש הנאש גם כרווחה חשבון של גימינית  
קטאר אלחיריה בוגזה, בתקופה זו הועבר סכום כסף בסך 25,000,000 דולר  
מהגימינית הראשית לשנייה בעזה.

8. כמו כן, הנאש העביר כספים מעתם הגימינית ברמאללה להתאחדות  
בלתי מוגדרות כגון גימיניות אלחasan אלחיריה ואלגיינית אלחיריה  
אלאסלאם השיכת לחמאס בכך שהעביר לכל אחת מ-75,000- 75 דולר.

בעשותו את האמור לעיל, היה הנאש חבר ופעיל בgiuminit Katar אלחיריה  
ברמאללה, זהינו להתאחדות בלתי מוגדרת.

פרט אישום שני:

מהות העבירה: נשיית משרה בהתאחדות בלתי מוגדרת, עבירה לפי תקנה 85(1)(ב) לתקנות חחגנה  
(שעת חירום), 1945.

פרטי העבירה: החל מיום 21/12/2009 ועד ליום מועד או בתקופה הסוגיה לכך, באזור, הנאש  
נימל או עוזר בחתולות להתאחדות בלתי מוגדרת, או החזק במשרת או עדשה כל  
שהיא בהתאחדות בלתי מוגדרת או תחת מושתת, זהינו:

במהלך התקופה האמורה לעיל, בעשוותה את המפורט הפרט האישום הקודם היה הנאשם גושא משרת דואח חשבון גימיעית קטאר אלח'יריה ברמאללה, שהינה התאחדות בלתי מותרת.

**פרט אישום שלישי:**

**מחות העבירה:** חנכת כספי אויב לאזר, עבירה לפי סעיפים 3 ו-7 לצו בדבר הכנסות כספים לאזר (יהודה ותושמרו) (מש' 973) התשמ"ב – 1982.

**פרט העבירה:** הנאשם, באזר, החל מיום 2009/12/21 ועד ליום מעצרו או בתקופה הסמוכה לכך, ברמאללה או במקומות הסמוך לכך, קיבל הנאשם כספי אויב מתוך לאזר או הכנסיס כספי אויב לאזר, בין שקיבל בעצמו או בין שקיבל על ידי אחר, בין שותכנים בעצמו ובין שותכנים על ידי אחר, וזאת ללא היתר ובניגוד לצו האמור, דהיינו:

במועד ובמקומות האמורים לעיל, בעשוותה את המפורט בפרט האישום הראשון חנכת הנאשם כספי אויב בסך 12,000,000 ₪ מקטאר לאזר, זאת ללא היתר ושלא כדין.

**פרט אישום רביעי:**

**מחות העבירה:** החזקת ופוש על התאחדות בלתי מותרת, עבירה לפי סעיפים 85(ו) לתקנות חאגנה (שעת חירום) 1945 ו-199(ג)(א) לצו בדבר הוראות בטון (נו"ח מושלב) (יהודה ותושמרו) (מש' 1651) התש"ע-2009.

**פרט העבירה:** הנאשם, באזר, החל מיום 2009/12/21 ועד ליום מעצרו או בתקופה הסמוכה לכך, החזק באחיזתו, במשמריו או בשליטתו וርוש כל-שהוא השיך להתאחדות בלתי מותרת, או מתייחס אליה או מזוכה על ידה, או לוותה, או שהוא מימור להיות שיך להתאחדות בלתי מותרת, דהיינו:

בתקופה האמורה לעיל, ברמאללה או במקומות הסמוך לכך, בעשוותה את האמור בפרט האישום הראשון חירום, קיבל הנאשם ותחזק בסכום בסך בסך 28,081,664 ₪ דולר מטעם גימיעית קטאר אלח'יריה בדוחא, שהינה התאחדות בלתי מותרת.

**פרט אישום חמישי:**

**מחות העבירה:** ביצוע שירות עbor התאחדות בלתי מותרת, עבירה לפי תקנות 85+84(1)(ג) לתקנות חאגנה (שעת חירום) 1945.

**בדמי העבירה:** הנאשם הניל, ברמאללה או במקומות הסמוך לכך, במועד שאינו ידוע למאשינה, עשה כל פעולה או ביצע כל שירות עbor התאחדות בלתי מותרת, דהיינו:

1. במועד ובמקומות האמורים לעיל, בעשוותה את המפורט בסעיף 8 לפרט האישום הראשון ביצע הנאשם שירות עbor גימיעית אלח'יריה, שהינה התאחדות בלתי מותרת, בסכום 75,000 ₪ דולר.  
2. בעשוותה את האמור לעיל, ביצע הנאשם שירות עbor התאחדות בלתי מותרת.

**פרט אישום שישי:**

**מחות העבירה:** ביצוע שירות עbor התאחדות בלתי מותרת, עבירה לפי תקנות 85+84(1)(ג) לתקנות חאגנה (שעת חירום) 1945.

**פרט העבירה:** הנאשם הניל, ברמאללה או במקומות הסמוך לכך, במועד שאינו ידוע למאשינה, עשה כל פעולה או ביצע כל שירות עbor התאחדות בלתי מותרת, דהיינו:

1. במועד ובמקומות האמורים לעיל, בעשוותה את המפורט בסעיף 8 לפרט האישום הראשון ביצע הנאשם, שהינה התאחדות בלתי מותרת, בסכום 75,000 ₪ דולר.  
2. בעשוותה את האמור לעיל, ביצע הנאשם שירות עbor התאחדות בלתי מותרת.

עדי התייעצה:

1. רס"ר רадי חטיב, מ.א. 1165588, פ"ת (גובה אמרות הנאשס מילמים 21/9/2015 (17/9/2015
2. רס"ר גיסאן ביבאר, מ.א. 1238039, פ"ת (גובה אמרת הנאשס מיום 9/9/2015)
3. רותם סרי, צהיל (פרטיטם בתביעה)
4. ניזח דיב אחראיתם ג'נאל, ת.ז. 086096195
5. נגיאן מוחמד אימן חסן שעודה, ת.ז. 911606184
6. מוחמד תייסיר קזרاوي, ת.ז. 907628101
7. מוצנים (פלטי מוחשב)

סרי  
גבאיות  
תובעת  
אלמוד איביזו,

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	ALTA	NEUT	ALTA
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37	2009-2-2010 (1651,00) (1711,00)		
36	(1982-2010) (2) (1973,00) (1731,00) (1711,00)		
35	2009-2010 (1651,00) - 2010-2011 (1651,00) - 2011-2012 (1651,00)		
34	2011-2012 (1651,00)		
33	2011-2012 (1651,00) - 2012-2013 (1651,00) - 2013-2014 (1651,00)		
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11	2011-2012 (1651,00) - 2012-2013 (1651,00) - 2013-2014 (1651,00)		
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9	(ENCARTE T/C 2011-2012 (1651,00) - (1651,00))		
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3	2011-2012 (1651,00) - 2012-2013 (1651,00)		
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SEN. HUSSON'S BILL

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43 ԲԵԼԱՇ ԽԵՆԾ ԵՎ ԽՈԽ ԱՅ ԽՈԽ ԵՎՐՈ ՏՈ ԱՐԳԱԿ ԱՅ ՎԱԼ ՎԱԼ ԽԵ ԵՎՐՈ ՆԵ ՏՈ  
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36 ԿՈՒՆԻ:  
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DATE: 7/20/92

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卷宗号: ST/8009

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

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ANNE CHANA HENKIN, *et al.*,

Plaintiffs,

-against-

Case No. 1:21-cv-5716-AMD-VMS

QATAR CHARITY; QATAR NATIONAL BANK and  
MASRAF AL RAYAN,

Defendants.

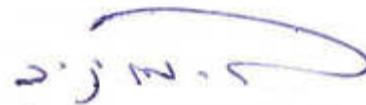
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**DECLARATION OF TRANSLATOR**

Yaniv Berman declares pursuant to 28 U.S.C. Section 1746 as follows:

1. I am a professional translator fluent in English and Hebrew.
2. I hereby certify that I translated the foregoing Amended Indictment of Manasra from Hebrew to English and to the best of my knowledge and ability, the document annexed hereafter is a true and accurate translation of the Hebrew text delivered to me.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed in Kefar Sava, Israel on March 15, 2023.



Yaniv Berman

Israel Defense Forces

**Judea Military Court**

Before a panel

**Court case: /15**

Prosecution case: 3124/15

Police File: 425869/15 (Petah Tikva)

**In the trial between the Military Prosecutor - the Plaintiff**

**Against**

**Fadi Bahjat Abd al-Fattah Manasra**

I.D. 914129002, born on 11 October 1982, resident of Ramallah

Under arrest since 7 September 2015

**The Defendant**

**Amended Indictment**

**The aforesaid Defendant is hereby indicted for committing the following offenses:**

**First Count:**

**Nature of the offense:** membership and activity in an unlawful association, an offense pursuant to Regulation 85(1)(a) of the Defense (Emergency) Regulations, 1945.

**Details of the offense:** The Defendant, within the region, on or about **from 21 December 2009 until the day of his arrest**, was a member or acted as a member in an unlawful association, that is:

1. On the aforesaid date, in or near Ramallah, the Defendant was a member of Jam'iyat Qatar al-Khairyia in Doha (hereinafter: "**the Main Jam'iya**"), which is an unlawful association.
2. From March 2010, the Defendant served as an accountant of Jam'iyat Qatar al-Khairyia in Ramallah (hereinafter: "**Jam'iyat Ramallah**"). In his capacity, he was responsible for recording financial transfers to and from the organization, and prepared reports for the Main Jam'iya.
3. **Jawda Dib Ibrahim Jamal** (hereinafter: "**Jawda**") served as the manager of Jam'iyat Qatar al-Khairyia in Ramallah. The Defendant and Najwan Muhammad Ayman Hasan Awda (hereinafter: "**Najwan**"), who was responsible for the logistics in the organization, served under him.
4. During the aforesaid period, the Main Jam'iya transferred approximately NIS 12,000,000 to the Jam'iya in Ramallah for miscellaneous activities of the organization.
5. The funds were transferred from the Main Jam'iya to the Al-Rayyan Bank in Doha. From there, funds in euros were transferred to Deutsche Bank in Germany and funds in dollars were transferred to a bank in New York. Afterwards, all the funds were transferred to the Bank of Palestine or to the Islamic Bank in Ramallah and were deposited in the bank account of the Jam'iya in Ramallah.
6. All the funds were transferred with the authorization of Jawda and under the supervision of the Defendant.
7. From 2011 until 2013, the Defendant also served as the accountant of Jam'iyat Qatar al-Khairyia in Gaza. During this period, funds totaling \$25,000,000 were transferred from the Main Jam'iya to its branch in Gaza.
8. The Defendant also transferred funds on behalf of the Jam'iya in Ramallah to unlawful associations, such as Jam'iyat al-Ihsan al-Khairyia and Al-Jam'iya al-Khairyia al-Islamiya, which belongs to Hamas. He transferred approximately \$75,000 to each of the associations.

Having done the said activities, the Defendant was an active member of Jam'iyat Qatar al-Khairyia in Ramallah, which is an unlawful association.

**Second count:**

**Nature of the offense:** Holder of a position in an unlawful association, an offense pursuant to Regulation 85(1)(a) of the Defense (Emergency) Regulations, 1945.

**Details of the offense:** **From 21 December 2009 until the day of his arrest**, or near that date, the Defendant, within the region, managed or assisted the management of the unlawful association, or held a position in an unlawful association or under its authority, that is:

During the aforesaid period, undertaking what is mentioned in the previous count, the Defendant held a position of an accountant in Jam'iyyat Qatar al-Khairiya in Ramallah, which is an unlawful association.

### **Third count**

**Nature of the offense:** Bringing enemy funds into the region, an offense pursuant to Sections 3 and 7 of the Bringing Funds into the Region (Judea and Samaria) Order (No. 973), 5742-1982.

**Details of the offense:** The Defendant, within the region, **from 21 December 2009 until the day of his arrest**, or near that date, in or near Ramallah, received enemy funds from outside the region or brought enemy funds into the region, either accepting them in person or accepting them through another person, either bringing them in person or bringing them through another person another, without a permit and in breach of the said Order, in that:

At the aforesaid time and place, undertaking what is mentioned in the first count, the Defendant brought into region enemy funds from Qatar in the amount of NIS 12,000,000, without a permit and illegally.

### **Fourth count**

**Nature of the offense:** Possession of property of an unlawful association, an offense pursuant to Sections 85(f) of the Defense (Emergency) Regulations, 1945, and 199C(a) of the Security Provisions [Consolidated Version] (Judea and Samaria) Order (No. 1651), 5769-2009.

**Details of the offense:** The Defendant, within the region, **from 21 December 2009 until the day of his arrest**, or near that date, held in his possession, custody, or control, an asset, which belongs to an unlawful association, or which is referred to it, or which is issued by it, or which is in its favor, or which was supposed to belong to an unlawful association, that is;

During the aforesaid period, in or near Ramallah, undertaking what is mentioned in the first count, the Defendant received and held a sum of \$28,081,664 from Jam'iyyat Qatar al-Khairiya in Doha, which is an unlawful association.

### **Fifth count:**

**Nature of the offense:** Performing a service for an unlawful association, an offense pursuant to Regulations 85 and 84(1)(c) of the Defense (Emergency) Regulations, 1945.

**Details of the offense:** The Defendant, in or near Ramallah, on a date that is not known to the Plaintiff, undertook work or performed service for an unlawful association, that is:

1. At the aforesaid time and place, undertaking what is mentioned in Section 8 of the first count, the Defendant performed a service for Jam'iyyat al-Ihsan al-Khairiya, which is an unlawful association, by transferring \$75,000 to the association.
1. By undertaking the aforesaid, **the Defendant** performed a service for an unlawful association.

### **Sixth count:**

**Nature of the offense:** Performing a service for an unlawful association, an offense pursuant to Regulations 85 and 84(1)(c) of the Defense (Emergency) Regulations, 1945.

**Details of the offense:** The Defendant, in or near Ramallah, on a date that is not known to the Plaintiff, undertook work or performed service for an unlawful association, that is:

1. At the aforesaid time and place, undertaking what is mentioned in Section 8 of the first count, the Defendant performed a service for Al-Jam'iyya al-Islamiyya al-Khairiya, which is an unlawful association, by transferring \$75,000 to the association.
2. By undertaking the aforesaid, **the Defendant** performed a service for an unlawful association.

**Prosecution witnesses:**

1. First Chief Sergeant Radi Khatib, personal no. 1165588, Petah Tikva (took the statements of the Defendant on 21 September 2015 and 17 September 2015).
2. First Chief Sergeant Ghasan Bibar, personal no. 1238039, Petah Tikva (took the statement of the Defendant on 9 September 2015)
3. Rotem Sari, IDF (particulars in the lawsuit)
4. Jawda Dib Ibrahim Jamal, I.D. 086096195
5. Najwan Muhammad Ayman Hasan Awda, I.D. 911606184
6. Muhammad Taisir Qasrawi, I.D. 907628101
7. Exhibits (computer printouts)

**Captain Almaz Aiso Military Prosecutor**

**Israel Defense Forces**  
Emblem Advocate General

**Judea Military Court**

**Case no.: 6008/15**

**Before the Honorable President: Lt. Col. Zvi Heilbron**

**Before the Honorable Judge: Major Etty Adar**

**Before the Honorable Judge: Major Haim Balilti**

**The Military Prosecution**

(represented by Major Tal Ziskovich)

**Against**

**Defendant: Fadi Bahjat Abd al-Fatah Manasra, I.D. 914129002/Prison Service – present**

(represented by Adv. Bulous and Adv. Mahajnah – present)

**Court stenographer: Cpl. Yarden Matzliach**

**Translator: Cpl. Safi Kheir**

Hearing date: 26 July 2017, Wednesday, 3 Av 5777

**Hearing**

**The Court identifies the Defendant.**

**The Defendant declares that he is represented by Adv. Bulous and Adv. Mahajnah.**

Military Prosecutor: We have reached a plea bargain, under which the indictment will be amended. The Defendant will confess in the amended indictment and the parties will argue for an agreed penalty.

Defense Attorney: I confirm my colleague's statement.

**The Court clarifies to the parties that it is not bound by the plea bargain that they have reached.**

Defense Attorney: I explained the amended indictment to my client. He understands it and confesses it.

**The Court reads the amended indictment to the Defendant.**

The Defendant: The Court has read to me what is attributed to me in the amended indictment. I understand it and confess it.

**Ruling**

On the basis of the confession, we convict the Defendant on what is attributed to him in the amended indictment, as follows:

**Membership and activity in an unlawful association** – an offense pursuant to Section 85(1)(a) of the Defense (Emergency) Regulations, 1945.

**Bringing enemy funds into the region** – an offense pursuant to Sections 3 and 7 of the Bringing Funds into the Region (Judea and Samaria) Order (No. 973), 5742-1982, and Section 201(a)(2) of the Security Provisions [Consolidated Version] (Judea and Samaria) Order (No. 1651), 5769-2009.

**Issued and announced today, 26 July 2017 in public and in the presence of the parties.**

Judge

Court President

Judge

**Date: 26 July 2017**

**Judea Military Court**

**Case No.: 6008/15**

**Military Prosecutor: No evidence for the penalty.**

**Defense Attorney: No evidence for the penalty.**

The Military Prosecutor summarizes: This is an especially unusual case that includes the offense of bringing in large sums of money under special circumstances. Following lengthy negotiations, we have reached an agreed outcome, and we request the Court to sentence the Defendant to an agreed penalty of 22 months in prison, and 20 days of actual imprisonment. In practice, this reflects the days of his detention. The imprisonment is subject to the opinion of the Court concerning each offense in which there is an element of support of a hostile organization or membership in a hostile organization, and concerning each offense in which there is an element of engaging in enemy funds or contacting an enemy. I also ask to sentence the Defendant to a fine of NIS 1 million or two years in prison in lieu thereof. The fine will be paid in four equal payments; the first payment of NIS 250,000 will be a condition for his release. The rest will be paid every six months. It is made clear that non-payment of one of the payments in full and on time will result in the immediate payment of the fine in full and will result in the arrest of the Defendant for imprisonment in lieu of the fine.

The arguments for the settlement are the Defendant's clean record, his confession of guilt, and the significant saving of court time. We also considered the Defense's waiving of significant defense arguments with respect to the illegality of the organization of which they were members. We also considered the fact that the evidentiary material indicates that, while the Defendant served in an administrative position in the organization, he was not at the decision-making level in the main organization, but only at the operative level. We also considered the level of the penalty to which the accomplice of the Defendant was sentenced, and we considered the fact that this penalty includes a significant financial element, which balances it against the penalty of actual imprisonment for a considerable period.

The Defense Attorney summarizes: I concur with the statement of my colleague the prosecutor, and request to honor the settlement. Our main arguments have been recognized as circumstances for leniency under the plea bargain. As we emphasized in the preliminary arguments and later in the trial, some of the arguments were accepted by the Prosecution and are the grounds for the plea bargain. I concur with the plea bargain with heavy heart. The period of imprisonment is considerable and the amount is substantial, but the confession waives them. I request to honor the plea bargain.

Final words of the Defendant: I have nothing to add.

**Date: 26 July 2017**

**Judea Military Court**

**Case No.: 6008/15**

**Before the Honorable President: Lt. Col. Zvi Heilbron**

**Before the Honorable Judge: Major Etty Adar Before the Honorable**

**Judge: Major Haim Balilti Military Prosecutor:**

(represented by Major Tal Ziskovich)

**Against**

**Defendant: Fadi Bahjat Abd al-Fatah Manasra, I.D. 914129002/Prison Service – present**

(represented by Adv. Bulous and Adv. Mahajna – present)

**Sentence**

The Defendant was convicted on the basis of his confession in a plea bargain of offenses of membership and activity in an unlawful association and of bringing enemy funding into the region. According to the amended indictment, as of December 2009 the Defendant was a member of Jam'iyat Qatar al-Khairiya in Doha. Later, from March 2010, the Defendant served as an accountant for Jam'iyat Qatar al-Khairiya in Ramallah, which belongs to Jam'iyat Qatar al-Khairiya in Doha. The Defendant was responsible for recording financial transactions to and from the organization and for writing reports for the organization in Doha.

The people who worked with the Defendant include, among others, Jawda Dib Ibrahim Jamal (hereinafter: "**Jawda**"), who served as acting director of the organization in Ramallah, and Najwan Muhammad Ayman Hasan Awda (hereinafter: "**Najwan**"), who was responsible for the organization's logistics. The organization management in Doha, Qatar, transferred approximately NIS 12,000,000 to the branch in Ramallah for miscellaneous activities of the organization.

All the funds were transferred with the approval of Jawda and under the supervision of the Defendant.

The Defendant's confession to the offenses of which he was convicted, was made after the beginning of the evidentiary hearing in the case and as part of the plea bargain, as mentioned.

As part of the plea bargain, which was submitted to us, we have been asked to impose on the Defendant an agreed penalty of 22 months in prison and 20 days of actual imprisonment, which was the number of days the Defendant was detained. The imprisonment is subject to the opinion of the Court concerning each offense in which there is an element of support of a hostile organization or membership in a hostile organization, and concerning each offense in which there is an element of engaging in enemy funds or contacting an enemy.

The parties also asked to sentence the Defendant to a fine of NIS 1 million or two years in prison in lieu thereof. It was agreed, that the fine will be paid in four equal payments; the first payment of NIS 250,000 will be a condition for his release. It was also agreed, that the rest will be paid every six months starting from the date of his release, and that non-payment of one of the payments in full and on time will result in the immediate payment of the fine in full and will result in the arrest of the Defendant for imprisonment in lieu of the fine.

Date: 26 July 2017

Judea Military Court

Case No.: 6008/15

The prosecution considered the uniqueness of the case before us, which involves the bringing in of large sums of enemy funds. Conversely, it considered the considerations for leniency, including the clean record of the Defendant, his confession of guilt, and the significant saving of court time in view of the serious arguments raised by the Defense with respect to the illegality of the organization. These evidentiary arguments were laid out before us by the Defense during a hearing in which preliminary arguments were made.

The prosecution said that it considered the fact that, while the Defendant served in an administrative position in the organization, he was not part of the decision-making level in the main organization, but only in the operational level. It also considered the penalty of another person involved in the affair, Najwan, and the mix of the penalty elements that consist of a substantial financial penalty, as mentioned, along with lengthy imprisonment.

The Defense added and honed the significance of waiving its arguments with respect to the illegality of the association, which, in view of their weight, the indictment was amended and an agreed appeal was written for the penalty. The honorable Defense attorneys emphasized the elements of the actual imprisonment and the substantial financial element, and requested that we honor the plea bargain.

The offenses of which the Defendant was convicted are severe. They enable and strengthen the existence of an unlawful association. Operating in such an association harms the security of the State of Israel. It has therefore been ruled in the past that –

"Systematic activity that aims to enable the operations of the terrorist organizations, improve it and consolidate it in different ways by establishing financial support, is systematically and constantly eroding the security of the State of Israel. Such erosion weakens the security, economic, and social soundness of Israel and joins the other security dangers, some of which are existential, that Israel faces. When considering the risk, it should not be isolated, but rather considered as being part of the full picture." Criminal Appeal 3827/06 **John Doe v. State of Israel** (published in Nevo, 27 March 2007).

Brining enemy funds into the region, even if in the context of an activity of civilian nature, is to be viewed with grave severity –

"Terrorist organizations put significant efforts into the transfer of funds to their operatives, to the operatives' families, and to other needs, which are classified as "winning hearts", with the objective of helping the terrorist organization strengthen its hold on the civilian population (see John Doe's case hereinabove, *ex parte* appeal 2169/12, **Hussein v. IDF Commander in Judea and Samaria** (published in Nevo, 18 December 2012)). The various layers in which terrorist organizations are operating, are intended to make their activity possible at all levels, hence also the conclusion that there is no reason to separate between the "civilian" function and objectives, and the "military" function and objectives (High Court of Justice 1169/09, **The Legal Forum for the Land of Israel v. Prime Minister MK Ehud Olmert** (published in Nevo, 15 June 2009) (*ex parte* appeal 1793/15 **Military Prosecutor v. Alian**).

In the case before us, the Defendant served in a senior position in an organization and played an important part in an entity, which operated to obtain funds for unlawful associations, and then to the region. The Defendant worked a long time in the association. His contribution to the transfer of funds and to the associations' operations was considerable. The sums transferred under his supervision were vast. Although the actions of the Defendant were not related to direct or tangible terrorist activity, actions of the kind that he undertook, which are of civilian-economic nature, involve great risk to public security. The Supreme Court has already ruled –

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"Terrorism nowadays is not only characterized by being global, but also by its considerable sophistication, which sometimes manifests in a complex organizational structure... More and more we see that the terrorist organizations are investing time, thought, and resources in informative and communications activities, as well as in activities of civilian nature... This extensive activity of the terrorist organizations is first and foremost dependent on a solid, well-established financial infrastructure and on the use of financial systems that would enable the terrorist organizations to finance their operations." (the above-mentioned **John Doe** case).

The Military Appeals Court also ruled in *ex parte* appeal 4202/07 **Military Prosecution v. Abu Asb**:

"...The sophistication and *modus operandi* of the terrorist organizations make it impossible to continue separating between terrorist activity and so-called civilian activity. Both fields of activity feed and reinforce each other, ultimately posing a real danger to the security of the State and its people... The bitter war that must be waged against the terrorist organizations should also be reflected in fitting penalties. It seems to me that the penalty approved in the John Doe case should serve as a starting point in determining the penalty of the Respondent before us..."

Therefore, the Military Courts have ruled more than once, in particular in Appeal 3197/06 **Zakiya Awamna v. the Military Prosecutor**:

"... that not only obvious military activities shall be treated with strictness, but all the activities to which the unlawful associations are responsible, even if they are of civilian nature. Moreover, effective treatment requires a significant disruption of the circles of aid and support the terrorist organizations. It is of significant importance in this respect, to uproot the financial infrastructure is the backbone of the terrorist organizations, without which they would remain inactive, unsupported, and lacking vitality."

The collection therefore indicates that the Defendant deserves a long imprisonment, as well as a deterrent financial penalty, that will result in harming the financial operation of the organization, which is a lifeline without which unlawful associations are unable to continue operating.

There is no doubt that the penalty to which the parties appealed is considerably more lenient than the deserving penalty that was given in the aforesaid Military Appeals Court ruling – in both the imprisonment and financial aspects. With respect to the financial aspect, we see a tendency to raise the punishment bar, and determine – for deterrence considerations - a correlation between the extent of the fine and the amount of money that was transferred to the unlawful associations.

However, in the case before us, there are important aspects that call for leniency. Firstly, there are evidentiary arguments with respect to the legality of the association and its objectives; arguments that the Defense waived as part of the settlement, as mentioned. We also take under consideration the fact that the Defendant has no criminal record of any kind. The Defendant, despite his position, had no say in the decision-making process of the association, and it is possible that while working there, he was focused on the association's civilian objectives. We also considered the penalty of the other person involved in the case and the hierarchy the parties created between the different penalties in the plea bargain.

Naturally, we considered all the elements of the penalty and the fact that, despite the difference between the sums of money the Defendant was involved in bringing into the region, and the agreed fine, the fine should be considerable. In addition, there should be considerable imprisonment penalties, that should consist of both actual imprisonment and a suspended sentence.

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In view of the aforesaid, we deem it fit to adopt the plea bargain and we sentence the Defendant to the following penalties:

- A. 22 months and 20 days of actual imprisonment to be served starting from the day of his arrest.
- B. 18 months of suspended imprisonment, provided that for five years from the day of his release the Defendant will not commits an offense that has an element of support for or membership in a hostile organization, or any offense that has an element of engaging in enemy funds or contacting an enemy.
- C. A financial penalty of NIS 1,000,000 or two years in prison in lieu thereof. The penalty will be paid in four equal installments; the first payment of NIS 250,000 will be a condition for his release. The rest will be paid every six months. Non-payment of one of the payments in full and on time will result in the immediate payment of the fine in full and if not paid, the Defendant will be arrested in lieu thereof. The secretariat will issue vouchers to the Defense. The voucher numbers (5 vouchers, NIS 50,000 each): 0000866616, 0000866916, 0000866416, 0000866716, 0000866516.

**Right of appeal within 30 days.**

**Issued and announced today, 26 July 2017, in public and in the presence of the parties.**

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Judge

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Court President

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Judge